

Insured EDWARD L SCHECHTER MD

03-28-1976 Policy Date

Policy Number LAD075787

07-17-1989 Effective Date

**DISABILITY INCOME POLICY
NONCANCELLABLE TO AGE 65 AT GUARANTEED PREMIUM RATE
THEREAFTER UNTIL AGE 75, RENEWABLE ON EACH POLICY ANNIVERSARY ON WHICH
THE INSURED IS EMPLOYED AT LEAST 30 HOURS PER WEEK
AFTER AGE 65, PREMIUM RATE IS BASED ON THE INSURED'S AGE ON EACH RENEWAL DATE**

This policy provides disability income benefits under stated conditions. Please refer to the policy provisions where we tell you when and how we will pay benefits. You will find an index of these provisions on Page 2.

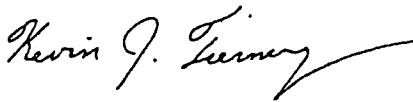
TWENTY DAY RIGHT TO EXAMINE POLICY

Within 20 days after this policy is delivered to you or your representative, you may cancel the policy for any reason. To cancel this policy, you or your representative must mail or deliver the policy to our Home Office or to one of our authorized representatives. If this is done, the policy will be cancelled from the beginning and all of the premium paid will be refunded.

RENEWAL

You may renew this policy on each policy anniversary until the policy anniversary when the Insured's age is 65 by paying each premium before its Grace Period ends. Beginning with the policy anniversary when his age is 65, you may renew this policy until the policy anniversary when his age is 75 by paying the appropriate premium on each premium due date on which he is employed in a regular occupation at least 30 hours a week.

This policy becomes effective on the Effective Date shown on page 3.



Secretary



President



UNUM Life Insurance Company of America
A Stock Insurance Company Home Office: Portland, Maine

1	Twenty Day Right to Examine Policy
1	Renewal
3	Policy Schedule
4	Endorsements (if any)
5	Premiums
5	Reinstatement
6	Definitions
7	Benefits
	Disability Benefit.
8	Monthly Benefit Amount.
	Benefit for Loss of Use.
	Successive Disabilities.
	Waiver of Premium.
	Benefit Indexing Provision.
9	Indexed Amount.
	Transplant Donor Benefit.
	Rehabilitation.
9	Exclusions and Limitations
	Preexisting Condition Limitation.
	Multiple Benefits.
9	Claim Information
	How to File a Claim.
10	Conditions and Time Limits.
	How and When We Pay Benefits.
10	Change of Plan Provision
11	General Provisions
	The Contract.
	Incontestable.
	Conformity with State Statutes.
	Legal Actions.
	Misstatement of Age.
	Owner.
	Loss Payee.
	Assignment.

Application and any riders follow page 11.

POLICY SCHEDULE

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Summary of Premium*

The premium mode at issue is SEMIANNUAL
 Premiums are payable as follows

Beginning	Annual	Semiannual	Quarterly
08-21-1989	\$5,016.45	\$2,558.40	\$1,304.26
03-28-1995	\$4,687.10	\$2,390.43	\$1,218.63
03-28-2005	COMPANY RATES THEN IN EFFECT		

As long as the FlexBill group meets all FlexBill requirements or until this policy is removed from FlexBilling, premium is payable as follows in lieu of the premium specified above.

Beginning	Annual	Semiannual	Quarterly
08-21-1989	\$4,514.82	\$2,302.54	\$1,173.84
03-28-1995	\$4,218.40	\$2,151.37	\$1,096.77
03-28-2005	COMPANY RATES THEN IN EFFECT		

* Premium Guaranteed to age 65.

Summary of Coverage - Group 01

Form- EP87 - EXECUTIVE PROFESSIONAL

Elimination Period- 90 Days

Maximum Benefit Period-TO THE LATER OF (A) AGE 65 POLICY ANNIVERSARY OR
 (B) 24 MONTHS AFTER DISABILITY PAYMENTS BEGIN

		Effective Date	Benefit Amount	Annual Premium	Premium Cease Date
		08-21-1989	\$1,000	\$411.60	03-28-2005
			THEN COMPANY RATES THEN		IN EFFECT
Rider Form	Description	Rider Date	Benefit Amount	Annual Premium	Premium Cease Date
LA86	Lifetime Monthly Accident Benefit For Total Disability Maximum Benefit Period- Lifetime	08-21-1989	\$1,000	\$24.40	03-28-2005
NDI86	Nondisabling Injury Benefit	08-21-1989	\$2,500	\$15.00	03-28-2005

Rider Form	Description	Rider Date	Benefit Amount	Annual Premium	Premium Cease Date
CLS86	Cost of Living Adjustment Rider Maximum COLA Percentage 4% COLA Increase Percentage 0%	08-21-1989	See Rider	\$64.00	03-28-2005

Summary of Coverage - Group 02

Form- EP87 - EXECUTIVE PROFESSIONAL

Elimination Period- 90 Days

Maximum Benefit Period-TO THE LATER OF (A) AGE 65 POLICY ANNIVERSARY OR
(B) 24 MONTHS AFTER DISABILITY PAYMENTS BEGIN

Effective Date	Benefit Amount	Annual Premium	Premium Cease Date
08-21-1989	\$1,500	\$690.90	03-28-2005
THEN COMPANY RATES THEN IN EFFECT			

Rider Form	Description	Rider Date	Benefit Amount	Annual Premium	Premium Cease Date
LA86	Lifetime Monthly Accident Benefit For Total Disability Maximum Benefit Period- Lifetime	08-21-1989	\$1,500	\$41.55	03-28-2005
CLS86	Cost of Living Adjustment Rider Maximum COLA Percentage 4% COLA Increase Percentage 0%	09-27-1989	See Rider	\$102.60	03-28-2005

Summary of Coverage - Group 03

Form- EP87 - EXECUTIVE PROFESSIONAL

Elimination Period- 90 Days

Maximum Benefit Period-TO THE LATER OF (A) AGE 65 POLICY ANNIVERSARY OR
(B) 24 MONTHS AFTER DISABILITY PAYMENTS BEGIN

Effective Date	Benefit Amount	Annual Premium	Premium Cease Date
08-21-1989	\$2,500	\$973.50	03-28-2005
THEN COMPANY RATES THEN IN EFFECT			

Rider Form	Description	Rider Date	Benefit Amount	Annual Premium	Premium Cease Date
LA86	Lifetime Monthly Accident Benefit For Total Disability Maximum Benefit Period- Lifetime	08-21-1989	\$2,500	\$56.50	03-28-2005
CLS86	Cost of Living Adjustment Rider Maximum COLA Percentage 4% COLA Increase Percentage 0%	09-27-1989	See Rider	\$171.00	03-28-2005

Summary of Coverage - Group 04

Form- EP87 - EXECUTIVE PROFESSIONAL

Elimination Period- 90 Days

Maximum Benefit Period-TO THE LATER OF (A) AGE 65 POLICY ANNIVERSARY OR
(B) 24 MONTHS AFTER DISABILITY PAYMENTS BEGIN

		Effective Date	Benefit Amount	Annual Premium	Premium Cease Date
		08-21-1989	\$3,500 THEN COMPANY	\$1,789.90 RATES THEN	03-28-2005 IN EFFECT
Rider Form	Description	Rider Date	Benefit Amount	Annual Premium	Premium Cease Date
LA86	Lifetime Monthly Accident Benefit For Total Disability Maximum Benefit Period- Lifetime	08-21-1989	\$3,500	\$116.55	03-28-2005
LS5586	Lifetime Monthly Sickness Benefit For Total Disability Maximum Benefit Period- For sickness before age 55 Policy Anniversary - Lifetime	08-21-1989	\$3,500	\$259.35	03-28-1995
CLS86	Cost of Living Adjustment Rider Maximum COLA Percentage 4% COLA Increase Percentage 0%	08-21-1989	See Rider THEN	\$299.60 \$229.60	03-28-1995 03-28-2005

Rider Premiums for the Premium Term are included in the Summary of Premium.

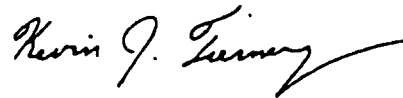
UNUM LIFE INSURANCE COMPANY OF AMERICA

ENDORSEMENTS

(Endorsements may be made only by the Company at its Home Office.)

The Incontestable provision of this policy is hereby amended to provide that each exchanged coverage will be incontestable from the effective date of the coverage it replaces and the company's liability will be calculated from that date. Any new coverage will be contestable from its coverage effective date.

Signed for us at our Home Office.

A handwritten signature in black ink, appearing to read "Kevin J. Luning", with a long, sweeping horizontal stroke extending to the right.

Secretary

PREMIUMS

All premiums except the first premium are due on or before the due date. They are payable as stated on page 3.

Each premium will keep this policy in effect and continue coverage for the term shown.

As long as all premiums are paid before the end of their Grace Period, we will not increase the premium rate for this policy before the policy anniversary when the Insured's age is 65. On and after the policy anniversary when his age is 65, the premium is the rate then in effect for his age on each policy anniversary.

The Grace Period is the 31 consecutive days that begin with the day a premium is due. We will keep

this policy in effect and continue coverage during that time. If the premium is not paid during those 31 days, this policy and all coverage under this policy will terminate.

If we accept premium after the policy anniversary when the Insured's age is 65, we will keep this policy in effect and continue coverage until the end of the period for which we accept it.

If any premium is paid beyond the month in which the Insured dies or this policy terminates for some other reason, we will refund the amount of the unearned premium paid.

Premiums must be paid in United States dollars.

REINSTATEMENT

If this policy terminates because a premium is not paid by the end of the Grace Period, you may apply to reinstate this policy at any time until the first unpaid premium is six months overdue.

In order to reinstate this policy, two requirements must be met. They are:

1. a reinstatement application must be completed (to complete a reinstatement application means you submit the reinstatement application with evidence of the Insured's insurability and the full amount of overdue premium); and
2. we approve the reinstatement application.

A reinstatement application must be prepaid, and we will issue a prepayment agreement. The date of the prepayment agreement will be the date the reinstatement application has been completed.

If we approve the reinstatement application, this policy will be reinstated on the approval date. If the overdue premium is paid without submitting a reinstatement application and we keep the pre-

mium without requesting a reinstatement application within a reasonable time, this policy will be reinstated the date we receive the premium. If we issue a prepayment agreement and do not approve or disapprove the reinstatement application within 45 days from the date of the prepayment agreement, this policy will be reinstated on that 45th day.

If this policy is reinstated, it will only cover:

1. injury that occurs on or after the date this policy is reinstated; or
2. sickness which is first diagnosed or is first treated more than 10 days after this policy is reinstated.

It WILL NOT cover:

1. any injury or sickness which is excluded by name or description; and
2. any preexisting condition excluded by the reinstatement application.

DEFINITIONS

"Policy" means the contract of insurance between you and us. This form, all applications, and any riders, endorsements, or amendments that are attached to it make up the entire contract.

"Coverage" means a type or amount of benefit provided by this policy. Each benefit, each modification of that benefit for which we require evidence of insurability, and each reinstatement of that benefit is a separate coverage. For purposes of the Incontestable provision, an increase provided by the Benefit Indexing Provision is part of the coverage that was indexed unless evidence of insurability is required for that increase.

"You" and "your" refer to the owner of this policy. The owner is the Insured unless ownership rights have been assigned.

"We," "our" and "us" refer to UNUM Life Insurance Company of America.

"Insured" means the person named on page 3. It is the person whom we are insuring. The Insured can not be changed.

"Injury" means bodily harm caused by an accident.

"Sickness" means a mental or physical illness or condition which has been diagnosed or treated.

"To work full time in his regular occupation" means the Insured works approximately the same number of hours in the same regular occupation as he was working before disability began.

"Maximum Disability Benefit" means the amount shown on page 3.

"Maximum Benefit Period" means the period shown on page 3.

"Disability" and "disabled" mean the period while the Insured is satisfying the Elimination Period, or

while the Disability Benefit or the Loss of Use Benefit is payable.

"Elimination Period" means the number of days stated on page 3, preceding the date benefits become payable (other than the Loss of Use Benefit), during which injury or sickness impairs the Insured.

The Elimination Period begins on the first day that the Insured is impaired.

Different Elimination Periods may apply to different coverages under this policy. The Elimination Period for each coverage is described on page 3.

If the impairment ceases before the Insured satisfies the Elimination Period and he becomes impaired again from the same cause within 6 months, we will combine those impairments to determine when benefits begin.

"Impairment," "impairs" and "impaired" mean: (1) injury or sickness totally or residually disables the Insured; and (2) the Insured is receiving medical care from someone other than himself which is appropriate for the injury or sickness.

"Total disability" and "totally disabled" mean injury or sickness restricts the Insured's ability to perform the material and substantial duties of his regular occupation to an extent that prevents him from engaging in his regular occupation.

"Residual disability" and "residually disabled" mean injury or sickness does not prevent the Insured from engaging in his regular occupation, BUT does restrict his ability to perform the material and substantial duties of his regular occupation: (i) for as long a time as he customarily performed them before the injury or sickness; or (ii) as effectively as he customarily performed them before the injury or sickness.

Case 3:08-cv-00459-WQH-LSP Document 9-2 Filed 04/30/2008 Page 9 of 20

"Net income" means all payment received by the Insured for duties that he performs in his regular occupation minus his share of the usual and customary business expenses which he or his company incurs on a regular basis and are essential to the operation of the business.

"Prior net income" means the largest of: (1) the Insured's average monthly net income for the last 12 months before the Elimination Period began; (2) the Insured's average monthly net income for the 12-month period immediately before those 12 months; or (3) the highest average monthly net income for any two consecutive years of the last 5 years before the Elimination Period began. On each anniversary of the first day of a period of disability, we will calculate a CPI-U Factor. We will multiply the prior net income by that Factor. Then we will use that amount to calculate the Maximum Disability Benefit.

"Loss of net income" means the Insured's indexed prior net income minus the net income he received for the month to which a payment relates.

"Regular occupation" means the Insured's occupation at the time the Elimination Period begins. If the Insured engages primarily in a professionally recognized specialty at that time, his occupation is that specialty.

"Preexisting condition" means an injury or sickness suffered by the Insured which exists on the

effective date of the coverage and, during the past five years, either:

1. was diagnosed;
2. caused the Insured to receive medical advice or treatment; or
3. caused symptoms for which an ordinarily prudent person would have sought medical advice or treatment.

"CPI-U" means the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics or its successor. We may choose another nationally published index if the CPI-U is replaced or changed. If the new or revised index is proportionate to the CPI-U, we will use the new index. Otherwise, we will choose the index which, in our judgment, most closely reflects the change in the cost of living in the United States. If the change is subject to government approval, we will obtain it before we use the new or revised index.

"CPI-U Factor" means, during each year of disability, the ratio of the Current Index to the Base Index. A year of disability is from one anniversary of the beginning of disability to the next.

"Base Index" means the last CPI-U index published in the calendar year before disability begins.

"Current Index" means the last CPI-U index published in each calendar year after the disability begins.

BENEFITS

Disability Benefit. We will pay the Monthly Benefit Amount in any month after the Insured has satisfied the Elimination Period that:

1. the Insured is totally disabled or the Insured is residually disabled and experiences at least a 20% loss of net income in his regular occupation as a result of a present injury or sickness;
2. the injury or sickness which causes the loss of net income is the one which caused him to satisfy the Elimination Period;

3. he is receiving medical care from someone other than himself which is appropriate for the injury or sickness; and
4. benefits under the Disability Benefit and the Loss of Use Benefit combined have not been paid for the Maximum Benefit Period.

After disability ceases, resumption of this Disability Benefit is subject to the preceding requirements and those stated in the Successive Disabilities provision.

Monthly Benefit Amount. If the Insured is totally disabled or if the Insured's loss of net income is 75% or more, we will pay the Maximum Disability Benefit for that month. Whenever the loss of net income is less than 75% but at least 20%, the amount payable will be determined by the following formula:

$$\frac{\text{loss of net income}}{\text{prior net income}} \times \text{Maximum Disability Benefit}$$

During the first six months that we pay the Disability Benefit, as a result of a residual disability, we will pay one-half of the Maximum Disability Benefit rather than the amount due under this formula if the Insured's loss of net income is from 20% to 50%.

Benefit for Loss of Use. Limited by the Maximum Benefit Period, we will pay the Maximum Disability Benefit monthly while an injury or sickness causes the Insured the total loss of use of:

1. speech, hearing in both ears, or sight in both eyes; or
2. one hand and one foot; or
3. both hands; or
4. both feet.

We will pay this benefit from the date of loss.

After disability ceases, resumption of this Loss of Use Benefit is subject to the preceding requirements and those stated in the Successive Disabilities provision.

Successive Disabilities. A period of disability which follows a past period of disability will be considered a separate period of disability only if the subsequent period of disability is:

1. caused by a different injury or sickness than the one which caused the past period of disability; or

2. separated from the past period of disability by at least six months during which the Insured is able to return to work full time in his regular occupation.

Any such separate period of disability will be considered a new disability; it will be subject to its own Elimination Period and Maximum Benefit Period. Any other subsequent period of disability will be considered an extension of the past period of disability.

Waiver of Premium. After disability has lasted for ninety days while this policy is in effect, we will waive the premium as long as the Insured is unable to return to work full time in his regular occupation as a result of the injury or sickness which causes the disability. We will refund premium already paid for that period on a pro rata basis.

Benefit Indexing Provision. On each policy anniversary until the policy anniversary when the Insured's age is 55, except during disability, you will automatically have the opportunity to increase the Maximum Disability Benefit by the Indexed Amount provided that:

1. on each fifth policy anniversary, we determine based on evidence submitted that the Insured's total coverage then in effect does not exceed our issue and participation limits for the income which he is then earning; and
2. you have not refused the opportunity to increase the Insured's coverage in two consecutive years.

If you can not automatically increase the Maximum Disability Benefit because the Insured did not satisfy provision (1) above, you still may increase the Maximum Disability Benefit by the Indexed Amount on any subsequent policy anniversary until the policy anniversary when the Insured's age is 55, except during disability, if on that date the income which he is then earning qualifies him for the increase.

Case 3:08-cv-00459-WQH-LSP Document 9-2 Filed 04/30/2008 Page 11 of 20

When the opportunity is made available, you may increase the Insured's Maximum Disability Benefit by paying the premium for the increased amount. The premium will be based on his age on that policy anniversary and the premium rate then in effect for this plan. The Maximum Benefit Period, Elimination Period and plan will be the same as for the coverage which is indexed.

Indexed Amount. The increase available each year will be the percent change in the CPI-U between November 30 in the previous calendar year and November 30 of the calendar year before that one or 8%, whichever is smaller, times the current Maximum Disability Benefit for the policy. If the change in the CPI-U is less than 4%, the increase available will be 4% of the current Maximum Disability Benefit.

Transplant Disability Benefit. Disability which results from the transplant of a part of the Insured's body to another person's body will be considered caused by a sickness.

Rehabilitation. While the Insured is receiving the Disability Benefit, you may request or we may suggest participation in a rehabilitation program designed to help him return to work. If we determine that such a program is appropriate, we will pay reasonable expenses for such items as tuition, books, training programs, or additional living expenses. The actual expenses covered and the terms of the plan will be subject to mutual agreement. Our agreement will be outlined in a written plan of rehabilitation. Benefits will continue as provided by this policy except if they are modified by the plan of rehabilitation.

EXCLUSIONS AND LIMITATIONS

This policy does not pay benefits which are based on injury or sickness caused by war or an act of war, whether declared or undeclared.

Preexisting Condition Limitation. This policy does not pay benefits which are based on a preexisting condition if:

1. the preexisting condition is not disclosed or is misrepresented in the application; and
2. the preexisting condition impairs the Insured or causes a loss of use or other loss during the

first two years after the effective date of the coverage.

Benefits will not be paid if they are based on impairment or loss of use or other loss that began before the effective date of the coverage.

Multiple Benefits. The Disability Benefit or Loss of Use Benefit payable in any month shall not exceed the Maximum Disability Benefit. In any month that the Loss of Use Benefit is paid, no Disability Benefit will be paid.

CLAIM INFORMATION

How to File a Claim. To make a claim under this policy, the following steps must be taken:

1. give Notice of Claim (someone must notify us that disability has started as defined in this policy);
2. file Proof of Loss (the Insured, or someone acting in his behalf, and his attending physician must complete and return the claim form provided by us);

3. promptly complete and return any other forms we require; and

4. the Insured undergoes a medical examination or a personal interview as often as we reasonably request while the claim is pending. We reserve the right to select the examiner. We will pay for the examination.

We will evaluate the claim and either:

1. pay the benefits specified in the policy; or
2. notify the Insured and any Loss Payee that benefits are not payable and why. If we need more information, we will tell the Insured and any Loss Payee what we need.

Conditions and Time Limits. In order for benefits to be payable, there are some conditions and time limits which each of us must meet. They are:

1. We must be given the Notice of Claim within 30 days after the Elimination Period begins, or as soon as reasonably possible.
2. We will furnish claim forms within 15 days after we receive written Notice of Claim. If the forms are not received within 15 days, send us proof of what happened and the extent of the sickness or injury.
3. The claim forms and other information requested by us (Proof of Loss) must be furnished to us within 90 days after each month for which a benefit is payable. However, failure to furnish such proof within 90 days will not reduce or nullify the claim if proof is furnished as soon as reasonably possible within one year

after the 90 days. If the Insured is legally unable to notify us, the one year limit does not apply.

4. We must be given the information which we need to determine if a benefit is payable and how much that benefit should be. We may require relevant portions of income tax returns for the Insured or his business, income statements, vouchers for overhead expenses, and other statements or reports of receipts and payments. We may also require evidence that the Insured was liable for an overhead expense before disability began.

How and When We Pay Benefits. We will pay benefits due under this policy in United States dollars. We will not pay any benefit until we have sufficient Proof of Loss. When we have determined that the claim is payable, we will pay according to the Benefits provision. If any amount is accrued and unpaid when our liability terminates, we will pay it immediately.

We will pay all benefits to the Loss Payee if living, otherwise we will pay you. If you die while you are entitled to receive benefits, we will pay any remaining benefit and any unearned premium to your estate.

CHANGE OF PLAN PROVISION

This policy may be exchanged for any other disability income policy issued by us when the exchange is made, subject to underwriting guidelines then in effect, provided:

1. the Insured is not disabled;
2. he is able to work full time in his regular occupation and is doing so; and
3. the request is made before the policy anniversary when his age is 55.

The Insured, amount, Maximum Benefit Period and Elimination Period will be the same as for this

policy. Any rider attached to this policy when you exchange it may be continued on the new policy if it is available with that policy. The new policy will exclude any condition excluded by this policy.

The premium for the new policy will be based on the Insured's premium class and age on the effective dates of the coverages exchanged and his regular occupation on the date the exchange is effective.

If your request is approved, the new policy will be effective as of the date we receive the request to exchange policies.

The Contract. This policy represents the entire contract between you and us. Statements by agents or brokers are not part of our contract. Only an executive officer of this Company can approve a change in this policy. The approval must be in writing and be endorsed on or attached to this policy. No one else can change this policy or waive any of its conditions.

Unless we tell you something else, years, months and anniversaries that we refer to are calculated from the Policy Date shown on page 3.

Incontestable. We will not contest a coverage provided under this policy based on information given in the application for that coverage after that coverage has been in effect during the Insured's lifetime for two years from the effective date of that coverage, excluding any period during which the Insured is impaired or suffers a loss of use or other loss. In no event will we contest a coverage more than three years from the effective date of that coverage.

If impairment or loss of use or other loss begins after a coverage has been in effect during the Insured's lifetime for two years from the effective date of that coverage, we will not reduce or deny a claim which is based on that impairment or loss of use or other loss because of a preexisting condition unless the condition is excluded from coverage by name or description.

"Contest" means that we question the validity of coverage under this policy by letter to you. This contest is effective on the date we mail the letter and refund the premium to you.

Conformity with State Statutes. If any provision of this policy conflicts with the statutes of the state where the Insured resides on the effective date of that provision, it is amended to conform with the minimum requirements of those statutes.

Legal Actions. No one may start legal action to recover on this policy until 60 days after written Proof of Loss has been given to us. Legal action must be started within three years after the written Proof of Loss is required to be furnished.

Misstatement of Age. If the Insured's age has been misstated, any benefit payable will be changed to the amount which the premium paid would have bought for the correct age.

If we accept premium for a coverage which we would not have issued or which would have ceased according to the correct age, our only liability is to refund the premium for the period not covered.

Owner. You own this policy. You have all of the rights and privileges granted by this policy while it is in effect. Some of your ownership rights are:

1. the right to continue or terminate this policy;
2. the right to name someone else (a Loss Payee) to receive the benefits of this policy;
3. the right to suspend this policy while the Insured is in military service; and
4. the right to assign any or all rights under this policy.

You may reduce the Maximum Disability Benefit at any time. Premium will be recomputed for the reduced amount based on the Insured's age and premium class on the effective dates of the coverages. The reduction will be effective on the date we receive your written request at our Home Office.

Loss Payee. If you decide to have someone else receive policy benefits, you must notify us in writing on a form satisfactory to us. The notice will be effective when we receive it at our Home Office.

Assignment. You may assign any or all ownership rights to someone else. The assignment must be in writing and must specify the rights which are assigned and for how long. The Loss Payee is not changed by an assignment unless the assignment specifically names a new Loss Payee.

No assignment is binding on us until the original or an acceptable copy is received at our Home Office. We are not responsible for the validity or effect of any assignment.



LIFETIME ACCIDENT BENEFIT RIDER

This rider is part of the policy to which it is attached. This benefit is subject to the terms and conditions of this rider and the rest of this policy.

This rider becomes effective on the later of the Effective Date of the policy or the Rider Date shown on Page 3 of the policy.

Premiums for this benefit are shown in the rider description on Page 3 of the policy. They are payable until the policy anniversary when the Insured's age is 65 at the same time and under the same conditions as premiums for the policy.

DEFINITIONS

When used in this rider only:

"Total disability" and "totally disabled" mean

1. injury restricts the Insured's ability to perform the material and substantial duties of his regular occupation to an extent that prevents him from engaging in his regular occupation; and
2. the Insured is receiving medical care from someone other than himself which is appropriate for that injury

Except for "total disability" and "totally disabled," all terms used in this rider which are defined in this policy shall have the meaning given to them in the policy.

BENEFITS

On the later of the policy anniversary when the Insured's age is 65 or the end of the Maximum Benefit Period, the Disability Benefit Provision is amended to read as follows:

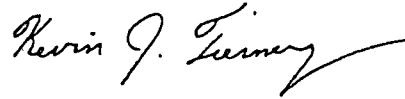
We will pay the Maximum Disability Benefit in any month after the Insured has satisfied the Elimination Period that:

1. the Insured is totally disabled; and
2. that total disability:
 - a. is the result of injury which occurred before the policy anniversary when his age was 65 and while this rider was in effect; and
 - b. began before the policy anniversary when his age was 65 and has been continuous until the month for which this benefit is payable.

TERMINATION

Coverage terminates on the policy anniversary when the Insured's age is 65. However, if the Insured is totally disabled at that time, the Benefit provision of this rider will apply on that date or at the end of the Maximum Benefit Period if later.

Signed for us at our Home Office on the effective date of this rider.

A handwritten signature in black ink, reading "Kevin J. Tuimery". The signature is written in a cursive style with a long, sweeping horizontal line extending to the right.

Secretary

NONDISABLING INJURY BENEFIT RIDER

This rider is part of the policy to which it is attached. The benefit provided by this rider is subject to the terms of this rider and the rest of this policy.

This rider becomes effective on the later of the Effective Date of the policy or the Rider Date shown on page 3 of the policy.

Premiums for this benefit are shown in the rider description on page 3 of the policy. They are payable at the same time and under the same conditions as premiums for the rest of this policy.

DEFINITIONS

All terms used in this rider which are defined in the

policy shall have the meaning given to them in the policy.

NONDISABLING INJURY BENEFIT

If the Insured is injured by an accident which occurs while this rider is in effect and before the policy anniversary when his age is 65, we will pay the total amount of any outpatient expense for medical care that he incurs within 90 days of that accident if:

1. that expense was to treat injuries caused by that accident;
2. that accident does not cause disability; and
3. that outpatient expense plus all prior outpatient expenses incurred in connection with that same accident do not exceed the amount shown in the rider description on page 3.

If the Insured is injured by an accident which occurs while this rider is in effect and on or after the policy anniversary when his age is 65, we will pay the total amount of any outpatient expense for medical care that he incurs within 90 days of that accident if:

1. that expense was to treat injuries caused by that accident;
2. that accident does not cause disability; and
3. that outpatient expense plus all prior outpatient expenses incurred in connection with that same accident do not exceed one-half of the amount shown in the rider description on page 3.

LIMITATIONS

If outpatient expenses otherwise covered by this rider also are payable in whole or in part by a State or Federal Workers' Compensation Law or Act, we

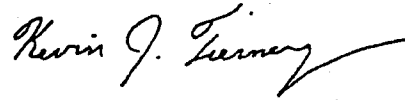
will reduce the amount otherwise owed under this rider by the benefits payable by such Law or Act.

This rider terminates at the earliest of:

2. the date the policy terminates.

1. your request; or

Signed for us at our Home Office on the effective date of this rider.

A handwritten signature in black ink, reading "Kevin J. Turney". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Secretary

COST OF LIVING ADJUSTMENT RIDER

This rider is part of the policy to which it is attached. The rights provided by this rider are subject to the terms and conditions of this rider and the rest of the policy.

This rider becomes effective on the later of the Effective Date of the policy or the Rider Date shown on page 3 of the policy.

Premiums for this rider are shown in the rider description on page 3 of the policy. They are payable until the policy anniversary when the Insured's age is 65 at the same time and under the same conditions as premiums for the policy.

DEFINITIONS

When used in this rider only:

"Current Index" means the last CPI-U index published in the calendar year before each payment is made.

"Prior Index" means the last CPI-U index published in the year before the Current Index was published.

"The Change in The Index" means the Current Index minus the Prior Index.

"CPI-U Factor" means, during each year that the Insured is disabled, the ratio of the Change in the Index to the Prior Index except that in no event will the CPI-U Factor be less than 4% or more than the Maximum COLA Percentage in effect when disability began.

"Disability" and "disabled" mean the period while the Insured is satisfying the Elimination Period, or while benefits are payable.

"Maximum COLA Percentage" means the percentage which is shown in the rider description on page 3.

"COLA Increase Percentage" means the percentage which is available to be purchased. It is shown in the rider description on page 3.

"Cost of Living Adjustment" means the product of the Maximum Disability Benefit in effect on the first day of disability and the CPI-U Factor.

All other terms used in this rider which are defined in the policy shall have the meaning given to them in the policy.

COST OF LIVING ADJUSTMENT

On each anniversary of the first day of a period of disability which began while this rider was in effect, we will increase the Maximum Disability Benefit by the Cost of Living Adjustment for the purpose of determining benefits which may be payable elsewhere under this policy if:

1. the Insured is disabled;
2. the disability is caused by an injury that occurs, or by a sickness that begins, after this rider became effective; and
3. the policy anniversary when his age is 65 has not occurred.

When disability ceases, the Maximum Disability Benefit will be the Maximum Disability Benefit in effect on the first day of that period of disability.

If the Insured is disabled on the policy anniversary when his age is 65, future payments for that disability will be based on the Maximum Disability Benefit in effect on that policy anniversary.

Successive Disabilities. If disability begins again within one year after a period of disability, the Cost of Living Adjustment will be calculated as if disability had been continuous.

While this rider is in effect, you may purchase additional coverage if:

1. the Maximum Disability Benefit has been adjusted as provided above;
2. the Insured is not disabled;
3. the Insured is able to work full time in his regular occupation; and
4. you apply within 90 days after the disability ceases and before the policy anniversary when the Insured age is 60.

Additional coverage purchased under this rider is subject to the following terms:

1. The maximum amount of additional coverage will be the difference between the Maximum Disability Benefit as increased by the Cost of Living Adjustment when the disability ended

and the Maximum Disability Benefit when the disability began.

2. The additional coverage will be effective on the later of the date of application or the date the premium is paid.
3. Premiums will be based on the Insured's age on the date the additional coverage is effective.
4. If disability begins after the additional coverage is effective and within one year after the prior period of disability ended, the Maximum Disability Benefit used to calculate future Cost of Living Adjustments will be increased by the amount of additional coverage purchased.
5. The additional coverage added to this policy will have the same Maximum Benefit Period and Elimination Period as this policy. You may also increase any riders that are on this policy if permitted by our usual underwriting rules and limits.

RIGHT TO INCREASE MAXIMUM COLA PERCENTAGE

You may increase the Maximum COLA Percentage by purchasing any unused portion of the COLA Increase Percentage shown on page 3 if:

1. you apply for the increase and pay the premium for it during the last 60 days before a policy anniversary;
2. you apply before the policy anniversary when the Insured's age is 60; and
3. you furnish us evidence of the Insured's insurability if you apply to purchase more than 4%.

The increase will be subject to the following terms:

1. The increase will be effective on the policy anniversary following the date you apply for it.
2. The premium for the increase will be based on the Insured's attained age on the date the increase becomes effective.
3. The increase will not apply to a disability which exists when the increase becomes effective or to a period of disability which is a continuation of a prior period of disability as described in the Successive Disabilities provision of the policy.

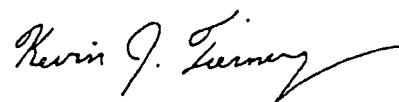
TERMINATION

This rider will terminate on the earliest of:

1. the policy anniversary when the Insured's age is 65 except with respect to a disability which exists on that policy anniversary;

2. the date we receive your request to terminate this rider; or
3. the date the policy terminates.

Signed for us at our Home Office on the effective date of this rider.



Secretary

LIFETIME SICKNESS BENEFIT RIDER

(Payable for sickness which begins before the policy anniversary when the Insured's age is 55)

This rider is part of the policy to which it is attached. This benefit is subject to the terms and conditions of this rider and the rest of this policy.

This rider becomes effective on the later of the Effective Date of the policy or the Rider Date shown on Page 3 of the policy.

Premiums for this benefit are shown in the rider description on page 3 of the policy. They are payable until the policy anniversary when the Insured's age is 55 at the same time and under the same conditions as premiums for the policy.

DEFINITIONS

When used in this rider only:

"Total disability" and "totally disabled" mean:

1. sickness restricts the Insured's ability to perform the material and substantial duties of his regular occupation to an extent that prevents

him from engaging in his regular occupation; and

2. the Insured is receiving medical care from someone other than himself which is appropriate for that sickness.

BENEFITS

Beginning on the policy anniversary when the Insured's age is 65, the Disability Benefit provision is amended to read as follows:

We will pay the Maximum Disability Benefit in any month after the Insured has satisfied the Elimination Period that:

1. the Insured is totally disabled; and
2. that total disability:

a. is the result of sickness which began before the policy anniversary when his age was 55 and while this rider was in effect; and

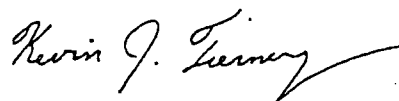
b. his total disability began before the policy anniversary when his age was 55 and has been continuous until the month for which his benefit is payable;

TERMINATION

Coverage terminates on the policy anniversary when the Insured's age is 55. However, if the Insured is totally disabled at that time, the Benefits

provision of this rider will apply beginning on the policy anniversary when the Insured's age is 65.

Signed for us at our Home Office on the effective date of this rider.



Secretary